



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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July 24, 2003

IN REPLY PLEASE

REFER TO FILE: PD-1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ANTELOPE VALLEY FREEWAY (STATE ROUTE 14) AT VIA PRINCESSA
INSTALLATION OF TRAFFIC CONTROL SIGNAL
SUPERVISORIAL DISTRICT 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the Categorical Exemption for the project, approved by the State of California Department of Transportation as the lead agency for the project on March 26, 2003; concur that the project is exempt from the California Environmental Quality Act; and find that these actions reflect the independent judgment of the County.
2. Approve the enclosed Agreement between the State of California Department of Transportation and the County of Los Angeles, covering the installation of a traffic control signal on Antelope Valley Freeway (State Route 14) at Via Princessa. The Agreement provides for the State to perform the design and administer the construction contract for the project. The State and the County will share the cost of the construction contract. The total project cost is currently estimated to be \$350,000, with the County's share being \$175,000 but not to exceed \$192,500.
3. Instruct the Chair of the Board to execute the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Motorists utilizing the northbound and southbound offramps from the Antelope Valley Freeway onto Via Princessa experience excessive delays during periods of high traffic volumes. Therefore, the State of California Department of Transportation (Caltrans) and the County propose to install a traffic signal at the subject intersection. Caltrans will be responsible for the design and administration of the construction contract for the project. The construction costs will be shared between Caltrans and the County.

The Agreement provides for the County to deposit an initial amount, estimated to be \$175,000, to Caltrans 15 days prior to advertising of the construction contract by Caltrans. Including contingencies, the County's share is not to exceed \$192,500. Upon completion of the work, Caltrans will perform a final accounting of the project costs and will bill the County for any jurisdictional share that exceeds the initial deposit amount. If the deposit amount exceeds the County's share of the final cost, Caltrans will reimburse the County for the difference.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence by enhancing the service provided to the public by our region's transportation network. By installing the traffic signal, users will benefit from improved traffic circulation.

FISCAL IMPACT/FINANCING

The total project cost is currently estimated to be \$350,000. The County's share is estimated at \$175,000 and not to exceed \$192,500. Funding for this project is included in the County's Fiscal Year 2003-04 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement has been reviewed and approved as to form by County Counsel. Pursuant to Streets and Highways Code, Section 130, the State and County are authorized to enter into a cooperative agreement for improvements to State highways within the County of Los Angeles.

The Honorable Board of Supervisors
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ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. Pursuant to the Agreement, Caltrans is the lead agency responsible for certifying the environmental document in accordance with their procedures. Caltrans adopted its Categorical Exemption for the project on March 26, 2003.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Agreement provides for Caltrans to accept control of and maintain the traffic signals upon completion of construction of the project. The County will be responsible for 50 percent of the future maintenance costs of the traffic signal. There will be no impact to the current services provided by the County.

CONCLUSION

Upon adoption of this letter by your Board and execution of the enclosed Agreement by the Chair, please return six originals and one copy of the Agreement to us along with the adopted Board letter. Once executed by Caltrans, we will return a fully executed original Agreement to the Executive Office of the Board.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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C040120
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Enc.

cc: Chief Administrative Office
County Counsel

07-LA-14, KP R49.45
Install Traffic
signals/Roadwork On
Route-14 Interchange at Via
Princessa
EA No. 07371-4H7300

District Agreement No. 07-4586

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2003, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and

COUNTY OF LOS ANGELES, a political
subdivision of the State of California,
referred to herein as "COUNTY".

RECITALS

1. STATE and COUNTY, pursuant to Streets and Highway Code Sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within the County of Los Angeles.
2. STATE and COUNTY contemplate the installation of traffic control signals and safety lighting and the construction of roadway improvements on State Route 14 (Antelope Valley Freeway) at the intersection of Northbound Off Ramp and Via Princessa Road in Los Angeles County, referred to herein as "PROJECT", and desire to specify the terms and conditions under which PROJECT is to be engineered, constructed, financed, and maintained. The estimated cost of PROJECT is \$ 350,000, as shown on Exhibit A, attached to and made part of this Agreement.

SECTION I

STATES AGREES:

1. To provide all necessary preliminary engineering, including, but not limited to, environmental compliance and approval of PROJECT, investigation of potential cultural resources and hazardous material sites, plans, specifications, and estimate (PS&E), and complete utility identification and location; to provide all necessary construction engineering services needed to complete PROJECT; and to bear STATE's share of the actual costs thereof. Estimates of such costs are shown on Exhibit "A".
2. To construct PROJECT by contract in accordance with PS&E of STATE.
3. To pay an amount equal to fifty percent (50%) of the actual construction cost, including STATE furnished equipment, for PROJECT, which said percentage amount is estimated to be \$175,000. STATE's total obligation for the costs of PROJECT under this Agreement, excluding costs referred to in Article 19 of Section III of this Agreement, is estimated not to exceed \$192,500, and any expenditures by STATE beyond that estimate is subject to an encumbrance of additional contract funds to accomplish that extra work on PROJECT.
4. Upon completion of PROJECT and all work incidental thereto, to furnish COUNTY with a detailed statement of the portion of the engineering and construction costs to be borne by COUNTY, including resolution of any claims related to the construction contract which have been allowed to the construction contractor. STATE thereafter shall refund to COUNTY promptly after completion of STATE's final accounting of costs for PROJECT, any amount of COUNTY's deposits required in Article 1 of Section II of this Agreement remaining after actual costs to be borne by COUNTY have been deducted, or shall bill COUNTY for any additional amount required to complete COUNTY's financial obligations assumed pursuant to this Agreement.
5. To submit a final report of expenditures to COUNTY within one hundred twenty (120) days after completion and acceptance of the construction contract for PROJECT by STATE.
6. To maintain the entire traffic control signals and safety lighting as installed and pay an amount equal to fifty percent (50%) of the total maintenance costs, including electrical energy costs.

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7. To operate the traffic control signals as installed and pay one hundred percent (100%) of the operation cost.
8. To furnish the traffic signal control equipment for PROJECT. This equipment shall consist of two signal controller units, signal control cabinets and accessories. The estimated cost of this equipment is \$20,000 and the actual cost to STATE shall be credited to STATE's share of the cost of PROJECT as shown on Exhibit A.

SECTION II

COUNTY AGREES:

- 1 To deposit with STATE within twenty five (25) days of receipt of billing therefor (which billing will be forwarded fifteen (15) days prior to STATE's bid advertising date of a construction contract for PROJECT, the amount of \$175,000, which figure represents COUNTY's estimated proportionate share of the costs required to complete PROJECT, as shown on Exhibit "A". COUNTY's total obligation for said anticipated costs of PROJECT, excluding costs referred to in Article 13 of Section III of this Agreement, is estimated not to exceed \$192,500.
2. COUNTY's share of the construction cost for PROJECT, which share is estimated to be \$153,813, shall be an amount equal to fifty percent (50%) of the total actual construction cost for PROJECT, including the cost of claims related to the construction contract, the cost of STATE's defense of any of those claims, the cost of material furnished by STATE, if any, the costs referred to in Article 19 of Section III of this Agreement as determined after completion of work on PROJECT and upon final accounting of costs for PROJECT.
3. COUNTY's share of the expense of preliminary engineering shall be an amount equal to fifty percent (50%) of STATE's actual costs for preliminary engineering for PROJECT.
4. COUNTY's share of the expense of construction engineering shall be an amount equal to fifty percent (50%) of STATE's actual costs for all of the construction engineering for PROJECT.
5. To pay STATE upon completion of all work on PROJECT and within twenty-five (25) days of receipt of a detailed statement made upon final accounting of costs therefor, any amount over and above the aforesaid advance deposit required to complete COUNTY's financial obligation assumed pursuant to this Agreement.
6. To reimburse STATE for COUNTY's proportionate share of the cost of maintenance of the traffic control signals and safety lighting, such share to be an amount equal to fifty percent (50%) of the total maintenance costs, including electrical energy costs.
- 7 At no cost to STATE, to provide prompt review and approvals, as appropriate, of submittals by STATE, and to coordinate in timely processing of PROJECT.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the allocation of funds by the California Transportation Commission to STATE for the purposes of fulfilling STATE's obligations herein.
2. STATE shall not award a contract to construct PROJECT until after receipt of COUNTY's deposit required in Article 1 of Section II of this Agreement.

Should any portion of PROJECT be financed with Federal funds or State gas tax funds, all applicable laws, regulations, and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.

4. After opening of bids for construction contract for PROJECT, COUNTY's estimate of cost will be revised based on actual bid prices. COUNTY's required deposit under Article 1 of Section II of this Agreement will be increased or decreased to match said revised estimate. If the estimated deposit increase or decrease is less than \$1,000, no refund or demand for additional deposit will be made until final accounting of costs for PROJECT.
5. After opening of bids for construction contract for PROJECT, and if bids indicate a cost overrun of no more than ten percent (10%) of the estimate will occur, STATE may award the contract.
6. If, upon opening of bids for PROJECT, it is found that a cost overrun exceeding ten percent (10%) of the construction cost estimate for PROJECT will occur, STATE and COUNTY shall endeavor to agree upon an alternative course of action. If, after twenty five (25) days, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent pursuant to Article 8 of this Section III.
7. Prior to award of the construction contract for PROJECT, COUNTY may terminate this Agreement by written notice, provided COUNTY pays STATE for all costs related to PROJECT incurred by STATE prior to termination.
8. If termination of this Agreement is by mutual consent, STATE will bear fifty percent (50%) and COUNTY will bear fifty percent (50%) of all costs related to PROJECT incurred by STATE prior to termination, except that any utility relocation costs shall be prorated in accordance with STATE's/COUNTY's responsibility for utility relocation costs.
9. As part of its design responsibility, STATE will identify and locate all utility facilities within the area of PROJECT. Existing public and/or private utility facilities that conflict with construction of PROJECT or will violate STATE's encroachment policy will be protected, relocated, or removed. STATE will make all necessary arrangements with the owners of such facilities for said protection, relocation, or removal in accordance with STATE's policy and procedure for those facilities located within the limits of work providing for the improvement to the State highway. The costs of protection, relocation or removal shall be apportioned between the owner of the utility facility and STATE/COUNTY in accordance with STATE's policy and procedure. The share of the costs of protection, relocation, or removal to be borne by STATE and COUNTY shall be in the same proportionate manner as to construction costs of PROJECT are shared as stipulated in Article 3 of Section I and Article 2 of Section II of this Agreement.

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10. If any unforeseen existing public and/or private utility facilities conflict with the construction of PROJECT or will violate STATE's encroachment policy, STATE will make all necessary arrangements with the owners of such facilities for any required protection, relocation or removal. Relocation, protection, or removal performed under this Article shall meet all of the requirements of Article 9 of this Section III.
11. If any cultural, archaeological, palentological, or other protected resources are encountered during construction of PROJECT, STATE shall stop work in that area until a qualified professional can evaluate the nature and significance of the finding; until a plan is approved for the removal or protection of that resource; and until responsibilities for costs thereof are determined.
12. Any hazardous material or contamination of an HM-1 category found within the existing State highway right of way during investigative studies requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within the local road right of way during investigative studies requiring the same defined remedy or remedial action shall be the responsibility of COUNTY. For the purpose of this Agreement, hazardous material or contamination of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery, regardless of whether it is disturbed by PROJECT or not. If it is decided by STATE and COUNTY to not proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the State highway right of way and COUNTY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. If it is decided by said parties to proceed with PROJECT, STATE shall sign the HM-1 manifest for material within the State highway right of way and COUNTY shall sign the HM-1 manifest for material within the local road right of way and STATE and COUNTY shall share all costs for required remedy or remedial action in the same proportionate ratio as costs for roadway improvements and signals and lighting are shared as specified in Sections I and II of this Agreement.
13. If hazardous material or contamination of an HM-1 category is not found within the State highway right of way until after construction of PROJECT has commenced, STATE shall sign the HM-1 manifest and STATE and COUNTY shall share the costs for required remedy or remedial action in the same proportionate ratios as stated in Article 12 above of this Section III, when it was decided to proceed with PROJECT but prior to construction. If STATE determines, in its sole judgment, that costs for remedy or remedial action within and outside the State highway right of way are increased due to construction of PROJECT, the additional costs identified by STATE shall be considered part of the PROJECT cost.
14. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within and outside the existing State highway right of way during investigative studies shall be the responsibility of STATE if construction of PROJECT proceeds. For the purposes of this Agreement, any hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place should PROJECT had not proceeded. STATE and COUNTY shall jointly sign the HM-2 manifest if PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place. STATE and COUNTY shall share all costs for required remedy or remedial action in the same proportionate ratio as costs for roadway

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improvements and signals and lighting are shared as specified in Sections I and II of this Agreement.

15. If hazardous material or contamination of an HM-2 category is not found within and outside the State highway right of way until after construction of PROJECT has commenced, STATE and COUNTY shall jointly sign the HM-2 manifest and share all costs for required remedy or remedial action in the same proportionate ratio as costs for roadway improvements and signals and lighting are shared as specified in Sections I and II of this Agreement.
16. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or protection shall include but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.
17. STATE and COUNTY will be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by COUNTY on the State highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
18. The party responsible for the hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by COUNTY on the State highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
19. The total obligations of the parties to this Agreement as specified in Article 3 of Section I and Article 1 of Section II do not include costs of claims related to the construction contract allowed, the costs of defense of those claims, and the costs of any unforeseen encounters of the type described in Article 10, 11, and 12 of this Section III. Additional costs and responsibilities for any required actions that exceed the budgeted costs of PROJECT shall be covered by amendment to this Agreement. STATE may be required to stop work on PROJECT until additional funding is secured and/or restore the site of PROJECT to a condition of safe operation, using any then unexpended funds for PROJECT, if those additional fund are not made available for PROJECT.
20. Upon completion of all work under this Agreement, ownership and title to materials, equipment and appurtenances (other than utilities) installed within the State highway right of way will automatically be vested in STATE, and materials, equipment and appurtenances installed outside of the State highway right of way will automatically be vested in COUNTY or another responsible third party unless this Agreement expressly provides to the contrary. No further agreement will be necessary to transfer ownership as herein-before stated.
21. The cost of any engineering; any protection, removal, preservation, and curative of protected resources; and any identification, treatment, removal, packaging, transportation, and storage of any hazardous materials encountered on PROJECT shall include all direct and indirect costs (functional and administrative overhead assessment) attributable to all such work, applied in accordance with STATE's standard accounting procedures.

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Upon completion of all work under this Agreement, STATE and COUNTY mutually agree to amend the existing Master Maintenance Agreement (County Agreement No. 10646 / effective July 1, 1965) to include future maintenance of PROJECT.

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation or maintenance of State highways and public facilities different from the standard of care imposed by law.

24. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
25. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless COUNTY, and all its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.
26. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
27. During construction of PROJECT, STATE will furnish a representative to perform the functions of a Resident Engineer, and COUNTY may, at no cost to STATE, furnish a representative, if it so desires. While said representative and Resident Engineer will cooperate and consult with each other, the decisions of STATE's Resident Engineer shall prevail.

Execution of this Agreement by COUNTY grants to STATE the right to enter upon COUNTY owned lands to construct PROJECT.

29. In the event costs of PROJECT are anticipated to exceed the cost estimates for PROJECT, the parties hereto agree to each exert its best efforts to proportionately increase its funding contributions by amendment to this Agreement to provide for those required costs.
30. Those portion of this Agreement pertaining to the construction of PROJECT shall terminate upon completion and acceptance of the construction contract for PROJECT by STATE, or on July 1, 2005, whichever is earlier in time. However, the ownership,

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operation, maintenance, indemnification, and claims clauses shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any claim related to the construction contract arising out of PROJECT be asserted against STATE, COUNTY agrees to extend the termination date of this Agreement and provide additional funding as required to cover COUNTY's proportionate share of costs or execute a subsequent Agreement to cover those eventualities.

STATE OF CALIFORNIA
Department of Transportation

COUNTY OF LOS ANGELES

JEFF MORALES
Director of Transportation

By: _____
Chair,
Board of Supervisors

By: _____
ROBERT SASSAMAN
District Director

Attest:
VIOLET VARONA-LUKENS,
Executive Officer
Clerk of the Board of Supervisors

Approved as to Form and Procedure:

By: _____
Attorney, Department of Transportation

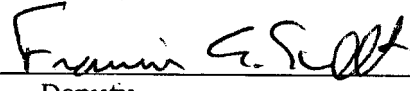
By: _____
Deputy

Certified as to Funds:

Approved as to Form:

LLOYD W. PELLMAN
County Counsel

By: _____
District Budget Manager

By:  _____
Deputy

Certified as to Financial Terms and Conditions:

By: _____
District Accounting Administrator

EXHIBIT A

Estimated Cost of PROJECT

DESCRIPTION	STATE's (Share) (50%)	COUNTY's (Share) (50%)	TOTAL COST
Preliminary Engineering	\$10,152	\$10,152	\$20,304
Construction Costs			
STATE furnished Signal Controllers	\$10,000	\$10,000	\$20,000
Signal Installation	\$103,750	\$103,750	\$207,500
Roadway Improvements	\$20,000	\$20,000	\$40,000
Construction Administration	\$11,030	\$11,030	\$22,060
Contingency	\$20,068	\$20,068	\$40,136
Sub-Total	\$175,000	\$175,000	\$350,000
Credit to STATE for State furnished Controllers	-\$20,000	\$0	\$0
TOTAL COSTS	\$155,000	\$175,000	